

**DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

**SYSTEM FOR AND METHOD OF CUSTOMIZING AN ANIMAL FEED BASED ON NUCLEIC  
ACID MATERIAL CONTENT**

**(Attorney Docket No. 023829-0140)**

the specification of which (check one)

\_\_\_\_\_ is attached hereto.

  X   was filed on 06/19/2002 as United States Application Number or  
PCT International Application Number 10/175,512 and was  
amended on \_\_\_\_\_ (if applicable).

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code §119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date

I HEREBY CLAIM the benefit under Title 35, United States Code, §120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number

I HEREBY APPOINT the following registered attorneys and agents of the law firm of FOLEY & LARDNER:

SCOTT D. ANDERSON	Reg. No. 46,521
RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603
JOHN C. COOPER III	Reg. No. 26,416
WILLIAM J. DICK	Reg. No. 22,205

BARRY L. GROSSMAN	Reg. No. 30,844
JEFFREY S. GUNDERSEN	Reg. No. 47,619
PAUL S. HUNTER	Reg. No. 44,787
JOHN M. LAZARUS	Reg. No. 48,367
KENNETH G. LEMKE	Reg. No. 47,746
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
JASON E. PAULS	Reg. No. 45,651
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
MARCUS W. SPROW	Reg. No. 48,580
M. REED STAHELI	Reg. No. 47,959
JEAN M. TIBBETTS	Reg. No. 43,193
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JOHN A. VANOPHEM	Reg. No. 38,646
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

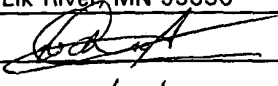
to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith.

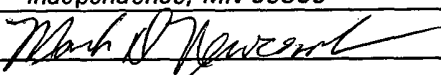
Please direct all future correspondence concerning this application to:

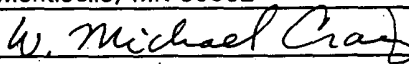
Scott T. Piering  
Law Department  
Cargill, Inc.  
P.O. Box 5624  
Minneapolis, Minnesota 55440-5624

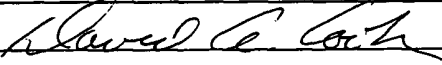
Registration No.: 42,075  
Telephone: (952) 742-5301  
Facsimile: (952) 742-6349

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name of first inventor	Christiaan P.A. van de Ligt
Residence	Elk River, MN
Citizenship	The Netherlands
Post Office Address	7735 Norris Lake Road Elk River, MN 55330
Inventor's signature	
Date	10/14/2002

Name of second inventor	Mark D. Newcomb
Residence	Independence, MN
Citizenship	United States of America
Post Office Address	7950 Egret Drive Independence, MN 55359
Inventor's signature	
Date	10-14-02

Name of third inventor	W. Michael Craig
Residence	Monticello, MN
Citizenship	United States of America
Post Office Address	1210 County Rd. 39NW Monticello, MN 55362
Inventor's signature	
Date	10/14/02

Name of fourth inventor	David A. Cook
Residence	Coon Rapids, MN
Citizenship	United States of America
Post Office Address	12162 Unity Circle NW Coon Rapids, MN 55433
Inventor's signature	
Date	10-14-02

**ASSIGNMENT AND AGREEMENT**

**WHEREAS**, Christiaan P.A. van de Ligt of 7735 Norris Lake Road, Elk River, MN 55330; Mark D. Newcomb of 7950 Egret Drive, Independence, MN 55359; W. Michael Craig of 1210 County Rd. 39NW, Monticello, MN 55362 and David A. Cook of 12162 Unity Circle NW, Coon Rapids, MN 55433; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **SYSTEM FOR AND METHOD OF CUSTOMIZING AN ANIMAL FEED BASED ON NUCLEIC ACID MATERIAL CONTENT** (Atty. Dkt. No. 023829-0140) for which an application for United States Letters Patent was filed on June 19, 2002 as Application No. 10/175,512; and

**WHEREAS**, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.


**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

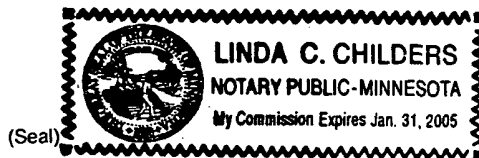
ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.


Executed this 14<sup>th</sup> day of October, 2002.

  
CHRISTIAAN P.A. VAN DE LIGT

State of Minnesota )  
County of Hennepin ) ss.

On this 14<sup>th</sup> day of October, 20 02 before me, a notary public in and for said county, appeared CHRISTIAAN P.A. VAN DE LIGT, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



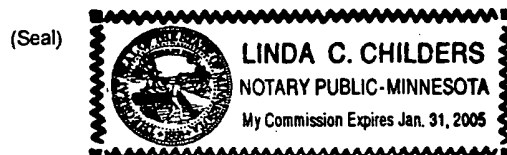
  
Notary Public  
My Commission Expires: 1/31/05

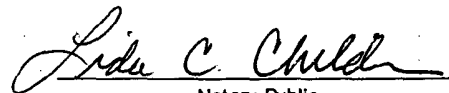
Executed this 14<sup>th</sup> day of October, 2002.

  
MARK D. NEWCOMB

State of Minnesota )  
County of Hennepin ) ss.

On this 14<sup>th</sup> day of October, 20 02 before me, a notary public in and for said county, appeared MARK D. NEWCOMB, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



  
Notary Public  
My Commission Expires: 1/31/05

Executed this 14<sup>th</sup> day of October, 2002.

W. Michael Craig  
W. MICHAEL CRAIG

State of Minnesota )  
County of Hennepin ) ss.

On this 14<sup>th</sup> day of October, 2002, before me, a notary public in and for said county, appeared W. MICHAEL CRAIG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



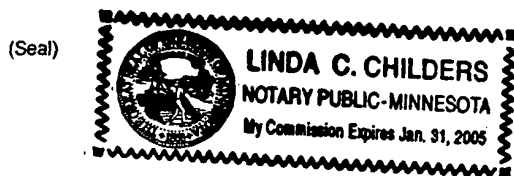
Linda C. Childers  
Notary Public  
My Commission Expires: 1/31/05

Executed this 14<sup>th</sup> day of October, 2002.

David A. Cook  
DAVID A. COOK

State of Minnesota )  
County of Hennepin ) ss.

On this 14<sup>th</sup> day of October, 2002, before me, a notary public in and for said county, appeared DAVID A. COOK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Linda C. Childers  
Notary Public  
My Commission Expires: 1/31/05

## PATENT ASSIGNMENT AGREEMENT

WHEREAS Cargill, Inc., a Delaware corporation, having a place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391, (hereinafter "Assignor") is the owner of the following United States Letters Patent(s), and the invention(s) set forth therein, as shown by the records of the United States Patent and Trademark Office:

PATENT APPLICATION NO.	FILING DATE	TITLE
10/175,512	19-June-2002	System for and Method of Customizing an Animal Feed Based on Nucleic Acid Material Content

WHEREAS CAN Technologies, Inc., a Delaware corporation, having a place of business at 12900 Whitewater Dr., Minnetonka, Minnesota 55343 (hereinafter "Assignee") is desirous of acquiring the full right, title and interest in and to said invention, and in and to said United States Patent Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee the entire and exclusive right, title and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisionals, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; the Commissioner of Patents and Trademarks of the United States of America is hereby authorized to transfer the portion of the title indicated to said application to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the Assignor, but also that such assigned rights are not encumbered by any grant, license, or other right theretofore given; Assignor hereby undertakes to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to said invention as may be requested. Assignee hereby agrees to receive all rights transferred under this agreement.

This assignment is effective as of June 1, 2003.

Date: June 16, 2003

Date: June 16, 2003

Date: June 16, 2003

State of Minnesota )  
ss. )

Cargill, Inc..

By: 

Name: David G. Cieslak

Title: Vice President

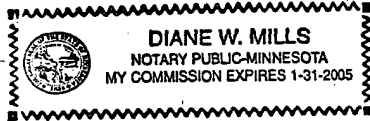
Witness: 

Witness: 



County of Hennepin )

On this 16th day of June, 2003, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Diane W. Mills  
Notary Public

My Commission Expires: 1-31-2005

Date: June 16, 2003

CAN Technologies, Inc.

By: [Signature]  
Name: Bill G. Armstrong  
Title: President

Date: June 16, 2003

Witness: [Signature]

Date: June 16, 2003

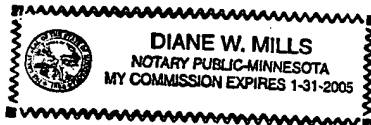
Witness: [Signature]

State of Minnesota )

ss. )

County of Hennepin )

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Diane W. Mills  
Notary Public

My Commission Expires: 1-31-2005

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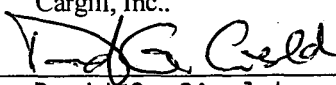
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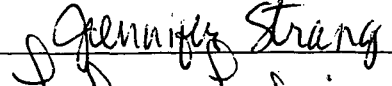
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee the entire and exclusive right, title and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisionals, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; the Commissioner of Patents and Trademarks of the United States of America is hereby authorized to transfer the portion of the title indicated to said application to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the Assignor, but also that such assigned rights are not encumbered by any grant, license, or other right theretofore given; Assignor hereby undertakes to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to said invention as may be requested. Assignee hereby agrees to receive all rights transferred under this agreement.

This assignment is effective as of June 1, 2003.

Date: June 16, 2003

Cargill, Inc..  
By:   
Name: David G. Cieslak  
Title: Vice President

Date: June 16, 2003

Witness: 

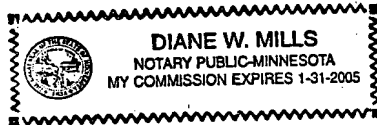
Date: June 16, 2003

Witness: 

State of Minnesota )  
ss. )

County of Hennepin )

On this 16th day of June, 2003, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Diane W. Mills  
Notary Public

My Commission Expires: 1-31-2005

Date: June 16, 2003

CAN Technologies, Inc.

By: [Signature]  
Name: Bill G. Armstrong  
Title: President

Date: June 16, 2003

Witness: [Signature]

Date: June 16, 2003

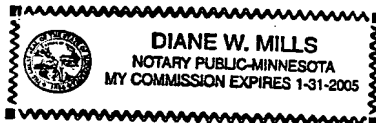
Witness: [Signature]

State of Minnesota )

ss. )

County of Hennepin )

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Diane W. Mills  
Notary Public

My Commission Expires: 1-31-2005